

Patent
111792-005.UTL
(Formerly VMATRIX.002A)

REMARKS

After entry of the foregoing amendments claims 1, 4-7 and 9-24 are pending in the application and are presented for reconsideration and further examination in view of the foregoing amendments and the following remarks. By the foregoing amendments claims 1, 7, 9, 10 and 11 have been amended; new claims 21-24 have been added; and claims 2, 3 and 8 have been canceled without prejudice or disclaimer.

REJECTIONS UNDER SECTION 102

In the Office Action all the claims were rejected under 35 U.S.C. Section 102 as being anticipated by Walker (U.S. Patent Number 5862223). Applicant respectfully submits that Walker fails to anticipate the pending claims.

For example, Walker fails to disclose, *inter alia*, the step of "providing to the client and the selected consultant a real-time secure video consultation environment, within which a conference session occurs," as set forth, for example, in claim 1. The only description of real-time communication provided in Walker is the use of a "message window." Walker describes typing questions and answers which appear in the window by the client and consultant, respectively. However, the majority of Walker teaches away from real-time video interaction. For example, all of the example applications of the interaction provided by Walker (for example, column 11, lines 13-56) are requests for written responses to be provided at a later date. Walker includes one throw-away reference to "video conferencing." (Column 26, line 44.) However, there is no description of such video conferencing being provided by the system of Walker. Rather, the implication is that it is a system outside of the system of Walker that can alternatively be used by the client and the consultant.

Similarly, independent claim 7 includes a consultation module which is "configured to provide a real-time secure video communication environment, utilizing the public key and private key for encryption, within which the consultant of choice and the client confer." Walker

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clearly has no description of providing a real-time secure video communication environment which utilizes a public key and a private key for encryption.

Walker also does not describe providing to the client a user agreement which limits the liability of the service provider and receiving an acknowledgement message from the client via said communication network indicating consent to said agreement as set forth in claim 1. Similarly, claim 7 includes a liability limitation module configured for electronically providing a user agreement which waives the client's right to bring any action against the system operator and records acceptance of the agreement by the client. This describes an agreement between the client and the service provider. It is not an agreement between the client and the consultant. This is quite to the contrary of Walker. First, the undersigned could find no description in Walker of providing a client user agreement which limits the liability of the service provider and receiving electronic message from the client indicating consent to the agreement. The Office Action pointed to the "bid, negotiation protocol" as corresponding to these limitations. However, a bid negotiation protocol refers to bidding and negotiation between clients and experts, not between clients and the system administrator. Additionally, Walker teaches the opposite of limiting the liability of the service provider. For example, Walker describes the system as "guaranteeing the buyer's satisfaction with the expert's service." (Walker, column 6, lines 63-64.)

Additionally, amended claim 9 adds the further limitation of an electronic note pad module configure to selectively record communications occurring in the video communication environment for the client. No such module is taught or suggested by Walker. Similarly, the language translation module of claims 22 and 23 and the white board module of claim 11 are also not taught by Walker.

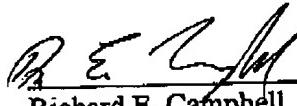
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CONCLUSION

The Applicant has endeavored to address all of the Examiner's concerns as expressed in the outstanding Office Action. Accordingly, amendments to the claims, the reasons therefor, and arguments in support of the patentability of the pending claim set are presented above. Any claim amendments which are not specifically discussed in the above remarks are made in order to improve the clarity of claim language, to correct grammatical mistakes or ambiguities, and to otherwise improve the capacity of the claims to particularly and distinctly point out the invention to those of skill in the art. In light of the above amendments and remarks, reconsideration and withdrawal of the outstanding rejections is specifically requested. If the Examiner finds any remaining impediment to the prompt allowance of these claims that could be clarified with a telephone conference, the Examiner is respectfully requested to initiate the same with the undersigned.

Respectfully submitted,

Dated: 4/21/06


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